

EXHIBIT “1”

BARNES & THORNBURG LLP
Attorneys for Clarion Corporation of America
11 South Meridian Street
Indianapolis, IN 46204
Telephone: (317) 236-1313
Facsimile: (317) 231-7433
Michael K. McCrory, Esq.
Mark R. Owens, Esq. (MO 9742)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481(RDD)
	:	
Debtors.	:	(Jointly Administered)

**NOTICE OF CURE CLAIM OF CLARION CORPORATION OF AMERICA
WITH RESPECT TO CERTAIN EXECUTORY CONTRACTS BETWEEN
CLARION CORPORATION OF AMERICA AND DELPHI AUTOMOTIVE SYSTEMS
LLC PURSUANT TO ARTICLE VIII OF THE CONFIRMED FIRST AMENDED JOINT
PLAN OF REORGANIZATION OF DELPHI CORPORATION AND
CERTAIN AFFILIATES, DEBTORS AND DEBTORS-IN-POSSESSION**

Clarion Corporation of America ("Clarion"), by and through its undersigned counsel, files this Notice of Cure Claim of Clarion Corporation of America With Respect to Certain Executory Contracts Between Clarion Corporation of America and Delphi Automotive Systems LLC Pursuant to Article VIII of the Confirmed First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession (the "Notice of Cure Claim"), and in support of this Notice of Cure Claim, respectfully states as follows:



BACKGROUND

1. From approximately January 7, 2005 until October 7, 2005, Clarion and Delphi Automotive Systems LLC ("DAS LLC") entered into a series of not less than fifteen (15) purchase orders (the "Purchase Orders"). A non-exhaustive list summarizing the Purchase Orders and the numerous invoices associated therewith that comprise the Cure Amount (as defined herein) is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth at length.¹ Copies of the Purchase Orders and associated invoices are voluminous and available upon request.

2. DAS LLC purchased goods under the Purchase Orders prior to filing for protection under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), and DAS LLC continues to purchase goods under the Purchase Orders.

THE JOINT PLAN OF REORGANIZATION

3. On December 10, 2007, this Court approved the Debtors' First Amended Disclosure Statement With Respect to First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession.

4. On December 28, 2007, the Debtors filed Exhibit 8.1(a) of the Plan, which discloses three (3) categories of executory contracts and unexpired leases that are to be rejected pursuant to the First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession (the "Plan"). The Purchase Orders were neither listed nor identified on Exhibit 8.1(a) of the Plan. Further, Clarion is not aware of any order providing for the rejection of the Purchase Orders or aware of any pending motion to reject the Purchase Orders. Therefore, pursuant to Article VIII of the Plan and unless subject to a

¹ Clarion reserves the right to add additional Purchase Orders to Exhibit A that are associated with Clarion's Cure Amount (as defined herein), but are not currently listed on Exhibit A.

subsequent objection, the Purchase Orders are scheduled to be automatically assumed as of the Effective Date.

5. On January 25, 2008, this Court entered Findings of Fact, Conclusions of Law, and Order Under 11 U.S.C. §§ 1129(a) and (b) and Fed.R.Bankr.P. 3020 Confirming First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession, as Modified (the “Confirmation Order”).

6. Pursuant to Article VIII of the Plan and the Confirmation Order, DAS LLC and/or the other Debtors (collectively, “Delphi”) is/are required to send a notice of the assumption of the Purchase Orders as well as the proposed cure amount, among other things, to Clarion before assuming the Purchase Orders.

7. Delphi sent a Notice of Cure Amount with Respect to Executory Contract to be Assumed or Assumed and Assigned Under Plan of Reorganization (the “Delphi Cure Notice”) to Clarion, which Delphi Cure Notice covered only four (4) of the Purchase Orders.² Clarion responded to the Delphi Cure Notice. A true and correct copy of Clarion’s response to the Delphi Cure Notice is attached hereto as Exhibit B and incorporated herein by reference as if fully set forth at length.

8. Delphi failed to send a cure notice, as required by Article VIII of the Plan and Confirmation Order, with respect to not less than eleven (11) Purchase Orders.

9. Pursuant to Article VIII of the Plan and the Confirmation Order, in the event that a non-Debtor party wishes to assert an entitlement to Cure,³ such party must file and serve a Cure Claim within forty-five (45) days after the entry of the Confirmation Order (March 10, 2008),

² The purchase orders are identified as (i) D0550045280, (ii) D0550056526, (iii) D0550063148, and (iv) D0550074476.

³ Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Plan.

after which the Debtors shall have forty-five (45) days to file an objection to the Cure Claim. This Notice of Cure Claim is filed by Clarion in satisfaction of such requirements under the Plan and Confirmation Order.

CLARION'S CURE CLAIM

10. Pursuant to the Purchase Orders, DAS LLC purchased goods prior to filing for protection under the Bankruptcy Code. However, DAS LLC failed to pay all amounts due under the Purchase Orders for such goods.

11. DAS LLC's failure to pay Clarion for all outstanding amounts due is a default under the Purchase Orders and must be cured under 11 U.S.C. § 365 before the Purchase Orders can be assumed by Delphi.

12. The total outstanding pre-petition amount to be paid under the Purchase Orders is not less than Two Million Two Thousand Nine Hundred Eight Dollars and 45/100 (\$2,002,908.45). As previously noted, Delphi sent the required notice - the Delphi Cure Notice - with respect to four (4) of the Purchase Orders and the total cure amount associated therewith was Two Hundred Eighty One Thousand Five Hundred Fifty-Five Dollars and 40/100 (\$281,555.40). Therefore, One Million Seven Hundred Twenty-One Thousand Three Hundred Fifty-Three Dollars and 05/100 (\$1,721,353.05)⁴ remains outstanding under the Purchase Orders and must be paid to Clarion before the Purchase Orders can be assumed (the "Cure Amount").⁵

13. Clarion demands that Delphi pay the Cure Amount in cash.

⁴ \$2,002,908.45 - \$281,555.40 = \$1,721,353.05.

⁵ As of the date of the filing of this Notice of Cure Claim, Clarion was able to identify Purchase Orders and/or invoices totaling \$1,644,996.20 with respect to the \$1,721,353.05 Cure Amount. Clarion reserves the right to amend Exhibit A to add any additional invoices as well as reserves the right to introduce any additional Purchase Orders and/or invoices at any hearing or trial on this Notice of Cure Claim.

14. Clarion does not object to the assumption of the Purchase Orders provided the Cure Amount is paid in cash.

MEMORANDUM OF LAW

15. This Notice of Cure Claim sets forth the relief requested by Clarion under appropriate headings and contains citation of authorities upon which the relief requested is based. Clarion respectfully requests that the requirements of the service and filing of a memorandum of law under Local Rule 9013-1(b) of the Local Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

RESERVATION OF RIGHTS

16. Clarion expressly reserves any and all rights to supplement and modify this Notice of Cure Claim and the Cure Claims contained herein. This Notice of Cure Claim is being filed as it pertains to the Purchase Orders and the rights derived thereunder or related thereto. Nothing contained herein should be construed as a waiver by Clarion with respect to any other rights.

WHEREFORE, Clarion respectfully requests that this Court enter an order (i) requiring Delphi to pay the Cure Amount, in cash, prior to the assumption of the Purchase Orders and (ii) granting such other and further relief that is just and appropriate under the circumstances.

Dated: March 6, 2008

/s/ Mark R. Owens
Michael K. McCrory
Mark R. Owens (MO 9742)
BARNES & THORNBURG LLP
11 South Meridian Street
Indianapolis, IN 46204
Telephone: (317) 236-1313
Facsimile: (317) 231-7433
E-Mail: michael.mccrory@btlaw.com
E-Mail: mark.owens@btlaw.com
Attorneys for Clarion Corporation of America

EXHIBIT “A”

Outstanding Pre-Pretition Amounts

Delphi Process #	Delphi Doc Number	Rec'd Dt	Amount	Span Ref#	PO#	Open Balance By PO#
'9000037037281	5207122831001	7/1/2005	\$8,192.00	1188588	450067797	\$8,192.00
9000037022622	5207110424001	2/14/2005	\$12,480.00	450082781	450082781	\$12,480.00
9000037022621	5207110410001	2/16/2005	\$6,000.00	450082783	450082783	\$6,000.00
9000037022619	5207110408001	2/23/2005	\$6,720.00	450089543	450089543	\$6,720.00
9000037022620	5207110409001	2/24/2005	\$1,100.00	450090326	450090326	
9000037022618	5207110407001	4/7/2005	\$13,845.00	1161346-11	450090326	
9000038215699	5207953983001	6/6/2005	\$3,355.00	450090326	450090326	\$18,300.00
9000037037282	5207122839001	10/5/2005	4,480.00	450100924	450100924	4,480.00
9000037046995	5207129574001	1/7/2005	\$1,620.00	1916A	550045282	\$1,620.00
90000370022614	5207117593001	4/22/2005	\$1,900.20	2507	550045609	\$1,900.20
'9000031580313	'5203560325001	9/1/2005	\$1,128.80	3097	D0550045282	
'9000031580316	'5203560894001	9/1/2005	\$1,128.80	3100	D0550045282	
'9000031605033	'5203569418001	9/5/2005	\$564.40	3110	D0550045282	
'9000031619451	'5203577736001	9/6/2005	\$1,128.80	3115	D0550045282	
'9000031633844	'5203587258001	9/7/2005	\$564.40	3126	D0550045282	
'9000031633846	'5203588079001	9/7/2005	\$564.40	3128	D0550045282	
'9000031655480	'5203602681001	9/9/2005	\$564.40	3135	D0550045282	
'9000031655481	'5203602682001	9/9/2005	\$564.40	3137	D0550045282	
'9000031685702	'5203616583001	9/12/2005	\$564.40	3143	D0550045282	
'9000031685704	'5203616597001	9/12/2005	\$564.40	3148	D0550045282	
'9000031748479	'5203631654001	9/14/2005	\$564.40	3156	D0550045282	
'9000031748486	'5203640430001	9/15/2005	\$564.40	3164	D0550045282	
'9000031793637	'5203667692001	9/20/2005	\$2,257.60	3182	D0550045282	
'9000031793641	'5203669437001	9/20/2005	\$1,693.20	3185	D0550045282	
'9000031793642	'5203669440001	9/20/2005	\$1,693.20	3186	D0550045282	
'9000031833686	'5203685120001	9/22/2005	\$564.40	3197	D0550045282	
'9000031833690	'5203686626001	9/22/2005	\$564.40	3201	D0550045282	
'9000031996650	'5203783808001	10/6/2005	\$1,693.20	3257	D0550045282	
'9000031996651	'5203787752001	10/7/2005	\$1,693.20	3260	D0550045282	\$18,625.20
'9000031894017	'5203724404001	9/28/2005	\$2,881.80	3198	D0550045283	\$2,881.80
'9000031580309	'5203559463001	9/1/2005	\$3,480.00	3094	D0550052359	
'9000031580310	'5203559464001	9/1/2005	\$6,960.00	3093	D0550052359	
'9000031580311	'5203559597001	9/1/2005	\$6,960.00	3095	D0550052359	
'9000031580312	'5203560250001	9/1/2005	\$6,960.00	3096	D0550052359	
'9000031580314	'5203560326001	9/1/2005	\$20,590.00	3098	D0550052359	
'9000031580315	'5203560883001	9/1/2005	\$6,960.00	3101	D0550052359	
'9000031580317	'5203560933001	9/2/2005	\$13,630.00	3102	D0550052359	
'9000031593516	'5203561646001	9/2/2005	\$6,670.00	3104	D0550052359	
'9000031593517	'5203561647001	9/2/2005	\$6,960.00	3103	D0550052359	
'9000031593518	'5203561652001	9/2/2005	\$6,960.00	3105	D0550052359	
'9000031605028	'5203568689001	9/3/2005	\$13,630.00	3106	D0550052359	
'9000031605029	'5203568846001	9/3/2005	\$6,960.00	3109	D0550052359	

Outstanding Pre-Petition Amounts

'9000031605030	'5203568847001	9/3/2005	\$13,920.00	3107	D0550052359
'9000031605031	'5203568848001	9/3/2005	\$20,880.00	3108	D0550052359
'9000031605032	'5203569417001	9/5/2005	\$6,670.00	3111	D0550052359
'9000031605034	'5203573074001	9/5/2005	\$6,960.00	3113	D0550052359
'9000031619450	'5203577735001	9/6/2005	\$13,920.00	3116	D0550052359
'9000031619452	'5203577783001	9/6/2005	\$6,960.00	3114	D0550052359
'9000031619453	'5203582109001	9/6/2005	\$13,920.00	3117	D0550052359
'9000031619454	'5203583316001	9/6/2005	\$27,260.00	3119	D0550052359
'9000031633839	'5203585383001	9/7/2005	\$6,960.00	3120	D0550052359
'9000031633840	'5203585484001	9/7/2005	\$6,960.00	3123	D0550052359
'9000031633842	'5203585522001	9/7/2005	\$6,960.00	3121	D0550052359
'9000031633843	'5203587255001	9/7/2005	\$34,800.00	3127	D0550052359
'9000031633845	'5203587263001	9/7/2005	\$18,850.00	3125	D0550052359
'9000031655474	'5203593650001	9/8/2005	\$13,920.00	3130	D0550052359
'9000031655475	'5203593688001	9/8/2005	\$11,890.00	3129	D0550052359
'9000031655477	'5203595608001	9/8/2005	\$13,630.00	3131	D0550052359
'9000031655478	'5203596350001	9/8/2005	\$20,300.00	3132	D0550052359
'9000031655479	'5203602676001	9/9/2005	\$13,920.00	3134	D0550052359
'9000031655482	'5203602687001	9/9/2005	\$20,880.00	3138	D0550052359
'9000031655483	'5203605558001	9/10/2005	\$6,960.00	3141	D0550052359
'9000031655484	'5203605575001	9/10/2005	\$20,880.00	3133	D0550052359
'9000031685701	'5203614930001	9/12/2005	\$13,920.00	3142	D0550052359
'9000031685703	'5203616596001	9/12/2005	\$26,970.00	3147	D0550052359
'9000031685705	'5203617158001	9/12/2005	\$6,090.00	3149	D0550052359
'9000031699833	'5203623175001	9/13/2005	\$13,340.00	3150	D0550052359
'9000031699834	'5203624114001	9/13/2005	\$6,960.00	3151	D0550052359
'9000031699835	'5203624947001	9/13/2005	\$6,960.00	3154	D0550052359
'9000031748476	'5203631241001	9/14/2005	\$55,100.00	3124	D0550052359
'9000031748477	'5203631423001	9/14/2005	\$13,920.00	3157	D0550052359
'9000031748478	'5203631520001	9/14/2005	\$13,920.00	3158	D0550052359
'9000031748481	'5203631819001	9/14/2005	\$13,920.00	3155	D0550052359
'9000031748482	'5203633182001	9/14/2005	\$8,714.50	3161	D0550052359
'9000031748483	'5203633207001	9/14/2005	\$27,840.00	3163	D0550052359
'9000031748484	'5203639427001	9/15/2005	\$6,960.00	3165	D0550052359
'9000031748485	'5203639483001	9/15/2005	\$13,920.00	3166	D0550052359
'9000031748487	'5203645961001	9/16/2005	\$13,920.00	3168	D0550052359
'9000031748488	'5203645971001	9/16/2005	\$13,920.00	3167	D0550052359
'9000031748489	'5203646434001	9/16/2005	\$6,960.00	3173	D0550052359
'9000031748490	'5203646504001	9/16/2005	\$6,960.00	3171	D0550052359
'9000031748491	'5203646513001	9/16/2005	\$6,960.00	3172	D0550052359
'9000031748492	'5203650150001	9/17/2005	\$3,480.00	3174	D0550052359
'9000031779572	'5203658129001	9/19/2005	\$6,960.00	3175	D0550052359
'9000031779573	'5203658131001	9/19/2005	\$6,960.00	3176	D0550052359
'9000031779574	'5203659508001	9/19/2005	\$6,960.00	3177	D0550052359
'9000031793635	'5203667531001	9/20/2005	\$6,960.00	3181	D0550052359
'9000031793636	'5203667570001	9/20/2005	\$12,180.00	3180	D0550052359
'9000031793638	'5203667693001	9/20/2005	\$13,920.00	3183	D0550052359
'9000031793639	'5203669369001	9/20/2005	\$6,960.00	3189	D0550052359
'9000031793640	'5203669374001	9/20/2005	\$2,175.00	3188	D0550052359
'9000031793643	'5203669446001	9/20/2005	\$6,960.00	3184	D0550052359
'9000031809461	'5203675838001	9/21/2005	\$13,920.00	3190	D0550052359
'9000031809462	'5203676244001	9/21/2005	\$19,720.00	3191	D0550052359
'9000031809463	'5203676250001	9/21/2005	\$13,630.00	3192	D0550052359
'9000031809465	'5203676937001	9/21/2005	\$20,880.00	3194	D0550052359
'9000031809466	'5203679015001	9/21/2005	\$35,670.00	3160	D0550052359

Outstanding Pre-Petition Amounts

'9000031833687	'5203685427001	9/22/2005	\$13,630.00	3196	D0550052359
'9000031833688	'5203685445001	9/22/2005	\$13,630.00	3195	D0550052359
'9000031833689	'5203686624001	9/22/2005	\$9,570.00	3200	D0550052359
'9000031833691	'5203686628001	9/22/2005	\$6,960.00	3199	D0550052359
'9000031833692	'5203686631001	9/22/2005	\$24,360.00	3202	D0550052359
'9000031833693	'5203692867001	9/23/2005	\$13,920.00	3204	D0550052359
'9000031833694	'5203693247001	9/23/2005	\$5,510.00	3203	D0550052359
'9000031833695	'5203693971001	9/23/2005	\$6,960.00	3205	D0550052359
'9000031833696	'5203693972001	9/23/2005	\$6,960.00	3206	D0550052359
'9000031833697	'5203693974001	9/23/2005	\$4,350.00	3207	D0550052359
'9000031833698	'5203693978001	9/23/2005	\$13,630.00	3208	D0550052359
'9000031833699	'5203697526001	9/24/2005	\$13,630.00	3210	D0550052359
'9000031833700	'5203698729001	9/24/2005	\$6,960.00	3211	D0550052359
'9000031833701	'5203698731001	9/24/2005	\$6,960.00	3212	D0550052359
'9000031833702	'5203698733001	9/24/2005	\$6,960.00	3213	D0550052359
'9000031833703	'5203698734001	9/24/2005	\$6,960.00	3214	D0550052359
'9000031833704	'5203698735001	9/24/2005	\$13,920.00	3215	D0550052359
'9000031833705	'5203698736001	9/24/2005	\$6,960.00	3216	D0550052359
'9000031876392	'5203715386001	9/27/2005	\$6,670.00	3220	D0550052359
'9000031876393	'5203715391001	9/27/2005	\$6,960.00	3219	D0550052359
'9000031876394	'5203715404001	9/27/2005	\$13,630.00	3217	D0550052359
'9000031876395	'5203716398001	9/27/2005	\$13,920.00	3221	D0550052359
'9000031876396	'5203717244001	9/27/2005	\$6,670.00	3223	D0550052359
'9000031876397	'5203717249001	9/27/2005	\$20,590.00	3224	D0550052359
'9000031894016	'5203724391001	9/28/2005	\$20,880.00	3209	D0550052359
'9000031894018	'5203724404002	9/28/2005	\$8,410.00	3198	D0550052359
'9000031894019	'5203725367001	9/28/2005	\$13,920.00	3225	D0550052359
'9000031894020	'5203725370001	9/28/2005	\$13,920.00	3226	D0550052359
'9000031894021	'5203725493001	9/28/2005	\$6,960.00	3227	D0550052359
'9000031894022	'5203726021001	9/28/2005	\$6,960.00	3228	D0550052359
'9000031894023	'5203728864001	9/28/2005	\$6,960.00	3229	D0550052359
'9000031894024	'5203729549001	9/28/2005	\$6,670.00	3230	D0550052359
'9000031894025	'5203729565001	9/28/2005	\$27,550.00	3231	D0550052359
'9000031865796	'ESD5203718557001	9/28/2005	(\$116.00)	3220	D0550052359
'9000031865797	'ESD5203718558001	9/28/2005	(\$72.50)	3219	D0550052359
'9000031865798	'ESD5203718562001	9/28/2005	(\$101.50)	3217	D0550052359
'9000031882348	'ESD5203730498001	9/28/2005	(\$14.50)	3214	D0550052359
'9000031916853	'5203735372001	9/29/2005	\$6,960.00	3233	D0550052359
'9000031916854	'5203735409001	9/29/2005	\$20,880.00	3234	D0550052359
'9000031916856	'5203741848001	9/30/2005	\$6,960.00	3236	D0550052359
'9000031916857	'5203741853001	9/30/2005	\$13,630.00	3237	D0550052359
'9000031916858	'5203742821001	9/30/2005	\$6,960.00	3238	D0550052359
'9000031916859	'5203743445001	9/30/2005	\$15,370.00	3240	D0550052359
'9000031916860	'5203743446001	9/30/2005	\$6,960.00	3239	D0550052359
'9000031916861	'5203743489001	9/30/2005	\$46,342.00	3241	D0550052359
'9000031916862	'5203745195001	10/1/2005	\$13,920.00	3243	D0550052359
'9000031916863	'5203745196001	10/1/2005	\$6,960.00	3242	D0550052359
'9000031947358	'5203753284001	10/1/2005	\$6,960.00	3244	D0550052359
'9000031947360	'5203755596001	10/3/2005	\$6,960.00	3246	D0550052359
'9000031947362	'5203756069001	10/3/2005	\$6,960.00	3246	D0550052359
'9000032144544	'DMP5203857442001	10/3/2005	(\$6,960.00)	3246	D0550052359
'9000031963953	'5203762224001	10/4/2005	\$6,960.00	3247	D0550052359
'9000031977487	'5203771414001	10/5/2005	\$6,960.00	3251	D0550052359
'9000031977488	'5203771434001	10/5/2005	\$20,300.00	3252	D0550052359
'9000031977489	'5203771435001	10/5/2005	\$6,960.00	3253	D0550052359

Outstanding Pre-Pretition Amounts

'9000031977490	'5203771590001	10/5/2005	\$27,550.00	3250	D0550052359	
'9000031977491	'5203773204001	10/5/2005	\$6,960.00	3254	D0550052359	
'9000031977492	'5203773207001	10/5/2005	\$6,960.00	3255	D0550052359	
'9000031996649	'5203779626001	10/6/2005	\$20,590.00	3256	D0550052359	
'9000031996652	'5203787755001	10/7/2005	\$20,590.00	3261	D0550052359	
'9000031996653	'5203787756001	10/7/2005	\$6,960.00	3259	D0550052359	
'9000031996654	'5203789217001	10/7/2005	\$6,960.00	3262	D0550052359	
'9000031996655	'5203789234001	10/7/2005	\$6,960.00	3264	D0550052359	
'9000031996656	'5203789465001	10/7/2005	\$13,630.00	3265	D0550052359	
'9000031996657	'5203789581001	10/7/2005	\$13,920.00	3266	D0550052359	\$1,562,027.00
'9000031963955	'5203764739001	10/5/2005	\$1,770.00	3139	D0550056527	\$1,770.00
	Grand Total		\$1,644,996.20			\$1,644,996.20

EXHIBIT “B”

COPY

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re : Chapter 11
:
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- X

**NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY CONTRACT
TO BE ASSUMED OR ASSUMED AND ASSIGNED UNDER PLAN OF REORGANIZATION**

PLEASE TAKE NOTICE that on December 10, 2007 the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order (the "Solicitation Procedures Order") (Docket No. 11389) (i) approving the disclosure statement (the "Disclosure Statement") with respect to the First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (the "Plan"), filed by Delphi Corporation and its affiliated debtors and debtors-in-possession (the "Debtors") and (ii) authorizing the Debtors to solicit votes on the Plan.

In accordance with the Solicitation Procedures Order, the Debtors hereby provide notice of their intent to cure ("Cure") and assume or assume and assign the contract(s) listed on Schedule 1 attached hereto as provided in the Plan and the Disclosure Statement.

You must return this form in the envelope provided to Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, California 90245, Att'n: Delphi Cure Claims, so as to be received by 7:00 p.m. (prevailing Eastern time) on January 11, 2008. If you fail to timely return this form, your contract(s) or lease(s) will be assumed, or assumed and assigned, and you will be paid the cure amount listed on Schedule 1 in new common stock of reorganized Delphi and rights to participate in the discount rights offering in the proportions set forth in the Plan for holders of allowed general unsecured claims.

The Debtors' records reflect the amounts owing for prepetition arrearages as set forth on Schedule 1 (the "Cure Amount"). Please follow the four steps below and sign this notice to ensure that you receive the Cure to which you are entitled.

Step 1

Please check one of the boxes below:



Yes, I agree with the Cure Amount listed on Schedule 1 (complete Step 2 below)



No, I disagree with the Cure Amount listed on Schedule 1 (skip Step 2 and go to Step 3 below)

RECEIVED

JAN 11 2008

KURTZMAN CARSON

01-11-08P03:50 RCVD

Step 2

Review the Plan in its entirety, including Article 5.3 of the Plan governing treatment of general unsecured claims, and check one of the boxes below:



I request payment of my Cure Amount in cash (without postpetition interest) as soon as reasonably practicable after the Effective Date, but in any event no later than 30 days after the Effective Date (the "Distribution Date")



I request payment of my Cure Amount on the Distribution Date in the Plan currency afforded General Unsecured Claims, including postpetition interest from the Petition Date through the earlier of the Confirmation Date or January 31, 2008 at the Michigan Statutory Rate (all as defined in the Plan) (skip Step 3 and complete Step 4 below)

Step 3

If you checked the box in Step 1 indicating that you disagree with the Cure Amount, or if you checked the box in Step 2 indicating that you want to be paid in cash, you must sign and return this notice so as to be received on or prior to 7:00 p.m. (prevailing Eastern time) on January 11, 2008. You must also file an objection that states with specificity your asserted Cure amount, including appropriate documentation thereof, on or before the 30th day following the effective date of the Plan. If you fail to return this form by January 11, 2008 but timely file and serve an objection in accordance with the procedures outlined below, or vice versa, your objection will not be considered, the Cure Amount asserted by the Debtors will be controlling, you will be paid the Cure Amount in Plan currency in exchange for, among other things, the releases set forth in Article 11 of the Plan, and your contract(s) will be assumed, or assumed and assigned, (continue with Step 3 and also complete Step 4 below)

Objection Procedures. Objections to the proposed Cure Amount and/or the assumption or the assumption and assignment of the contract must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered March 20, 2006 (Docket No. 2883), and the Solicitation Procedures Order, (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) - registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, One Bowling Green, Room 632, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Attn: General Counsel), (ii) counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Attn: John K. Lyons and Ron B. Meisler), (iii) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Attn: Donald Bernstein and Brian Resnick), (iv) counsel for the official committee of unsecured creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn: Robert J. Rosenberg and Mark A. Broude), (v) counsel for the official committee of equity security holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Attn: Bonnie Steingart), (vi) counsel for A-D Acquisition Holdings, LLC c/o Appaloosa Management L.P., White & Case LLP, Wachovia Financial Center, 200 South Biscayne Boulevard, Suite 4900, Miami, Florida 33131 (Attn: Thomas E. Lauria) and White & Case LLP, 1155 Avenue of the Americas, New York, New York 10036 (Attn: Glenn M. Kurtz and Gregory Pryor), (vii) counsel for Harbinger Del-Auto Investment Company, Ltd., White & Case LLP,


Wachovia Financial Center, 200 South Biscayne Boulevard, Suite 4900, Miami, Florida 33131 (Att'n: Thomas B. Lauria) and White & Case LLP, 1155 Avenue of the Americas, New York, New York 10036 (Att'n: John M. Reiss and Gregory Pryor), and (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be received no later than 4:00 p.m. (prevailing Eastern time) on the 30th day following the effective date of the Plan (the "Cure Objection Deadline"). Objections not timely filed and served in the manner set forth above will not be considered and will be deemed overruled.

If there is a dispute regarding (i) the nature or amount of any Cure, (ii) the ability of the Reorganized Debtor or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption, or assumption and assignment, of the contract(s) or lease(s), the Bankruptcy Court will conduct a hearing before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, at such date and time as the Court may schedule, and Cure will occur following the entry of a final order of the Bankruptcy Court resolving the dispute and approving the assumption or assumption and assignment, as the case may be; provided, however, that if there is a dispute as to the amount of Cure that cannot be resolved consensually among the parties, the Debtors shall have the right to reject the contract or lease for a period of five days after entry of a final order establishing a Cure amount in excess of that provided by the Debtors.

Step 4

Sign and return this form in the envelope provided to Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, California 90245, Att'n: Delphi Cure Claims, so as to be received by 7:00 p.m. (prevailing Eastern time) on January 11, 2008. If you fail to timely return this form, your contract(s) or lease(s) will be assumed, or assumed and assigned, and you will be paid the Cure amount listed on Schedule 1 in new common stock of reorganized Delphi and rights to participate in the discount rights offering in the proportions set forth in Article 5.3 of the Plan.

Company Name: CLARION CORPORATION OF AMERICA

By: 

Print Name: CHRIS HONMA

Title: SVP FINANCE

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

Dated: New York, New York
December 10, 2007

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

John Wm. Butler, Jr. (JB 4711)

George N. Panagakis (GP 0770)

Ron E. Meisler (RM 3026)

Nathan Stuart (NS 7872)

333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606

- and -

Kayalyn A. Marafioti (KM 9632)

Thomas J. Matz (TM 5986)

Four Times Square
New York, New York 10036

Attorneys for Delphi Corporation, et al.
Debtors and Debtors-in-Possession

Page 24 of 200